R E M A R K S

I. Summary of Claim status

- Prior to entry of this Amendment:
    - ○ Claims **1-8, 15, 33, and 35 – 43** (of which only claims **1, 15, 33 and 41** are independent) were pending in the present application.
    - ○ Claims **1-8, 15, 33, and 35 – 43** stand rejected.
- Upon entry of this Amendment, which is respectfully requested for the reasons set forth below:
    - ○ Claims **1-8, 15, 33, and 35 – 43** will remain pending.
    - ○ Independent claims **1and 33** will be amended.
- This submission is being filed in conjunction with an RCE in compliance with 37 C.F.R. 1.114, to ensure consideration and entry thereof.

II. Claims Rejections – Section 102

Claims **1 and 33** stand rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent Publication No. 2002/0073021 to Ginsberg et al. ("<u>Ginsberg</u>" herein). Applicants have amended each of these claims to recite the following limitations not taught or suggested by <u>Ginsberg</u>:

- *determining, in addition to verifying [that the wager amount does not exceed the balance of funds], whether the wager amount selected is greater than a predetermined amount, wherein the predetermined amount is distinct from a minimum wager amount that may be required to play the game*

In other words, the claimed embodiment includes a step of determining whether a selected wager amount is greater than a predetermined amount and (i) this determining step is distinct from a step of verifying that the wager amount does not exceed a balance of funds; and (ii) the predetermined amount is distinct from a minimum wager amount that may be required to play the game.

Applicants respectfully submit that <u>Ginsberg</u> does not teach or suggest such a step. Applicants further note that while <u>Ginsberg</u> does describe (in paragraph 0061) that a client may be notified or warned "when too much has been wagered or lost…to prevent the client from wagering further." This passage, however, is limited to a backwards-looking approach, in which the system tracks the client's past wagering history and tracks the sum of wagers or losses and informs the player if such past wagers or losses exceed some criteria. It does not address the embodiment addressed by the claimed embodiments, in which a wager currently being placed is compared to a predetermined amount and a confirmation message is output if the current wager exceeds the predetermined amount.

To contrast the two in a particular and non-limiting example, assume a player has a credit balance of 100 credits and selects a wager of 90 credits. Further assume this wager is the player's first wager for a particular wagering session. The <u>Ginsberg</u> system is not useful to confirm with the player that the player actually wants to wager 90% of his current credit balance and that this is not an inadvertent mistake or a rash action because the <u>Ginsberg</u> system is limited to looking at historical wagers or losses, not at the current wager and credit balance. Further, <u>Ginsberg</u> is not concerned with inadvertent player mistakes in making unintentionally large wagers; rather, <u>Ginsberg</u> is concerned with notifying players when their losses exceed some predetermined criteria. Thus, not only is the claimed embodiment patentably distinct from the <u>Ginsberg</u> system in terms of steps performed, it provides a benefit not encompassed or contemplated by <u>Ginsberg</u>: verifying a large wager amount as compared to a current credit balance, irrespective of losses incurred or wagers previously made. Such a feature is particularly useful in wagering games in which players may wager on multiple paylines or games simultaneously, thus making the total wager amount challenging to appreciate, or as a measure against a player mistakenly making a wager larger than intended or that can reasonably be expected to have been intended for a particular round. Such scenarios and benefits were

contemplated by Applicants and described in the Specification as filed; see, for example, page 5, lines 2 – 11.

III. Claim Rejections – Section 103

Claims 2 – 8, 15 and 35 - 40

Claims **2 – 8, 15 and 35 – 40** stand rejected under 35 U.S.C. §103(a) as being unpatentable over <u>Ginsberg</u> in view of U.S. Patent No. 6,077,163 to Walker et al. ("<u>Walker</u>" herein). Applicants respectfully traverse this rejection for the reasons set forth below.

With respect to dependent claims **2 – 8**, Applicants respectfully submit that since these claims are dependent from claim **1** (which Applicants respectfully submit is patentable over <u>Ginsberg</u> for the reasons set forth in Section II above), claims **2 – 8** are also patentable at least for the same reasons as claim **1**.

With respect to claim independent claim **15** and dependent claims **35 – 40** Applicants respectfully submit that <u>Ginsberg</u> does not teach or suggest the following claim limitations:

Independent claim **15**:
> *determining whether the cost to play the game is greater than a predetermined cost, wherein the predetermined cost is distinct from a minimum wager amount required to play the game, and*
> *in which the confirmation information includes an indication of the cost to play the game as a percentage of an available balance*

Dependent claim **35**:
> *in which the confirmation message includes a representation of the wager amount as a percentage of the balance of funds*

Dependent claim **36**:
> *in which the confirmation message includes an indication of the wager amount compared to the balance of funds*

Dependent claim **37**:

> *determining a ratio of the wager amount to the balance of funds*

Dependent claim **38**:

> *determining an indication of the wager amount as a percentage of the balance of funds*

Dependent claim **39**:

> *in which the predetermined amount corresponds to a predetermined ratio*

Dependent claim **40**:

> *in which the predetermined ratio is not less than one half*

The Office relies upon Ginsberg's teachings that a client may be warned if "when too much has been wagered or lost…For example…client may decide that the system should halt the client's wagering when the client loses 50% of his credit in 1 hour." (the Office refers to paragraph 0062 in quoting this section of Ginsberg for purposes of this rejection but Applicants assume the Office meant to refer to paragraph 0061). Current Office Action page 7. The Office goes on to assert that "While the example discloses a scenario of the warning signifying a ration of pat loses of 50% of a player's credit, Examiner reasonably believes that "The house, a client, or both can enter instructions (e.g., criteria) into the system defining, for example, when too much has been wagered or lost" also indicates performance of generating a warning resulting from a current wager which is, for example, a large percentage, e.g., 50%, of one's credit balance." The Office appears to be combining the teachings of paragraph 0061 of Ginsberg with the teachings of paragraph 0034, which states "As the client paces wagers, the system not only automatically updates the client's credit in real time, but also updates the displayed list of events on which the client has sufficient authorized credit to wager."

Applicants respectfully submit that neither of these portions of Ginsberg, alone or in combination (nor the remainder of Ginsberg), render any of claims **15 or 35 – 40** obvious because neither are concerned with comparing a current wager to an available credit balance and providing any warning, confirmation or other message to the player if the current wager exceeds

some percentage or ratio as compared to the available wagering credit. Paragraph 0061 is concerned only with past wagers or losses, as discussed above in Section II with respect to claim 1. Paragraph 0061 is unconcerned (nor does it enable) warning a player if (s)he is about to make a wager that is a substantial portion of an available credit balance. Paragraph 0034 is concerned with updating a client's available wagering balance (and events on which the client is authorized to wager) in real time. In fact, the beginning of paragraph 0034 states that "the system preferably presents to a client only those events whose minimum wagering amounts are within a client's authorized credit" and makes it clear that the *only* criteria for whether a client can wager on a particular event is whether the client's credit balance is sufficient to cover the minimum wager amount, with no other limitations or conditions being stated or implied on the client's ability to place the wager. There is absolutely nothing in Ginsberg to suggest that even though a current wager is well within a current credit balance, the magnitude of the current wager as compared to the credit balance may be taken into consideration for any purpose, much less for the purpose of determining whether a confirmation of the wager should be requested of the player before the wager is accepted.

Applicants respectfully request reconsideration of this rejection based on the above arguments.

Claims 41 – 43

Claims **41 – 43** stand rejected under 35 U.S.C. §103(a) as being unpatentable over the documentation of Betmaker.com (of record; "Betmaker" herein). Applicants maintain the traversal of this rejection and the reasons therefore from Applicants' response to the Previous Office Action, hereby incorporated by reference.

Authorization to Charge Appropriate Fees & Petition for Extension of Time to Respond

Applicants believe a one-month extension of time is necessary for this response. Accordingly, please grant a Petition for a one-month extension of time and charge the appropriate fee for the extension of time as follows:

> Deposit Account: 50-0271
>
> Order No.:   03-018

Please credit any overpayment to the same account.

A.   Conclusion

It is submitted that all of the claims are in condition for allowance. The Examiner's early re-examination and reconsideration are respectfully requested.

If the Examiner has any questions regarding this amendment or the present application, the Examiner is cordially requested to contact Magdalena Fincham via the contact information provided below.

Respectfully submitted,

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Date

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